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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXVII. **Saturday, January 7, 1933.** No. 1

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Current Topics.

Hilary Term.

THAT pregnant saying of the late BISHOP STUBBS that "the roots of the present lie deep in the past" finds its exemplification all through our national history and very markedly in the law and legal organisation, although, immersed as most of us are in the daily round and common task of professional work, we rarely give heed to those aspects of our legal administration which call up old memories. Next week, what was formerly called Hilary Term, but which we now know as Hilary Sittings, commence. Why Hilary? Mention of that name recalls one of the Fathers of the Church, the great BISHOP OF POITIERS, often styled "Malleus Arianorum," on account of the part he played in the Arian controversy of the fourth century, whose life work has been sketched with sympathy and admiration by the late DEAN FARRAR in his "Lives of the Fathers." But it may well be asked, how comes it that Hilary should have his name associated with one of the divisions of the English legal year? Here it is that STUBBS' saying receives fresh testimony to its truth. In those now far-off days when clerical influence in the domain of legal organisation was supreme, the clerics, who were the judges as well as the statesmen of the nation, decided that certain holy seasons should be exempted "from being profaned by the tumult of forensic litigations," and on what days the courts might lawfully sit without wounding any ecclesiastical susceptibilities; and then it was that the practice arose by which each of the four divisions of the legal year was named from some festival or saint's day which preceded, or was coincident with, its commencement, and as Hilary's day falls on 13th January, the term commencing after the Christmas vacation was named in his honour. At one time, as the reader curious in such matters will find explained in "Blackstone," the terms played a great part in procedure, certain returns having to be made on particular days, and the courts dealing with particular kinds of business on set days, but all this learning was swept away by the Judicature Act, 1873, which left the old names merely as serving to indicate the space of time comprised between the periods of vacation during which the courts sit. A French writer in dealing with this subject made a careful calculation and found that after deducting Sundays and holidays our courts sit about two hundred days in the year—a length of session which he seemed to regard as by no means excessive.

New Laws.

THE Acts of Parliament timed to come into force on 1st January were few in number, and none were of special concern to the profession. The Chancel Repairs Act, 1932, one of them, is of very limited scope, but has some historical interest, for it marks the passing of almost the last of the powers of the ecclesiastical courts over laymen. It will be remembered that a Cambridgeshire farmer was imprisoned two or three years ago at the instance of the Chancellor of the Diocese of Ely for failure as a lay rector to keep his chancel in repair. The jurisdiction to enforce such an obligation passes by the Act to the County Courts, and no doubt church authorities are glad to be rid of a responsibility, which, if a lay rector were noncomformist, might import unfair prejudice. Those who are interested as to whether any sort of jurisdiction over laymen still remains to the ecclesiastical courts may be referred to our article "The Church's Power to Punish," 73 SOL. J. 722. It may be suggested that the jurisdiction exercised in such cases as *Walter* v. *Mountague* (1836), 1 Curt. 253, and *Adlam* v. *Colthurst* (1867), L.R. 2, A. & E. 30, still remains, but there would be concurrent remedies in the King's courts. Another Act timed to come into force on 1st January (save as expressly excepted) was the National Health Insurance and Contributory Pensions Act, 1932 (c. 52). Several Acts passed last year followed the increasingly prevalent practice of being timed to come into force on such date (or dates for various portions) as His Majesty should appoint. This practice may be a convenient one for Government departments, but it is of extreme inconvenience to the profession. One such was the Merchant Shipping (Safety and Load Line Conventions) Act, 1932 (c. 9), Pts. I and II of which, by an order made 10th November, came into force on 1st January, together with at least two sets of Board of Trade rules under the Act. The Dangerous Drugs Act, 1932 (c. 15), is similarly subject to order, but none appears to have been made, though the Home Secretary has made some rules under it. Portions of the Children and Young Persons Acts, were proclaimed into force on 5th December. The Patents and Designs Act, 1932 (c. 32), had come into force 1st November, and the Solicitors Act (c. 37), 1st October. The Town Planning Acts of England and Scotland of last year (cc. 48 and 49) will come into force on 1st April. If ignorance of the law does not excuse its infraction, the Government should take more adequate steps to publish the changes in it, as by a time-table, so that, if not everybody, at least those who could afford to purchase it, could know exactly when Acts and Regulations came into force.

Assessment and Abatement of Income Tax on Partnership.

AN *impasse* has occurred in respect of the income tax claimed to be due on an informal partnership for which neither the relevant statutes nor the decisions under them appear to furnish any satisfactory solution. Six or seven years ago, on the distribution of certain trust property following the death of the tenant for life, A and B took over the leasehold house in which the tenant for life had resided. They determined to sell or let it, but it needed much repair and also certain improvements. These were carried out at the cost of an overdraft of some hundreds of pounds at a bank. A and B, failing to find either a purchaser or a lessee who

would make a satisfactory offer, agreed to let the house off in rooms, and ultimately put in a housekeeper. Some of the rooms remaining vacant for long periods, A was satisfied that no profits were being made, and accordingly made no tax return in respect of the house. B entrusted her tax adjustments and claims for abatement to an agent, who apparently agreed with the authorities that, in particular years, certain profits were made on the lettings. Allowing for those profits, B is entitled, by way of relief or abatement, to return of tax deducted at the source of other income. The authorities, however, have given her to understand that, until A has paid the proportionate amount assessed on him, she will not receive the money. Intimation has reached him that the amount due has been settled by his agent, but, since he has not appointed an agent to deal with his tax, and knows nothing about him, he repudiates the agency. The amount claimed to be due from him is approximately equal to B's rebate, so the authorities are not pressing him. Since B's rebate is held up, she naturally desires him to pay, but he takes the view that there is nothing due from him. Section 20 of the Act of 1918 prescribed joint assessments for partnership profits, and s. 10 (1) of the Rules applying to Cases I and II under Sch. D provides that partnership tax shall be computed and stated jointly in one sum. In fact, the ordinary tax under Sched. A has throughout been paid, which may possibly exceed all the profits of the whole period. The case of *McKie* v. *Luck* (1925), 9 Tax Cases, 511, hardly throws light on the situation, for the court found that one of the joint tenants of a farm conducted the business of it, and there was no working partnership with the others. The amount in dispute being a comparatively small one, it is perhaps unnecessary to add that neither A nor B wishes the law applicable to be clarified by the House of Lords at their expense.

Enforcement of Dangerous Drugs Law.

ACCORDING to the *Pharmaceutical Journal*, the enforcement in Great Britain of Dangerous Drug Law on both its preventive and detective sides is now so systematic and searching that irregularities for which prosecution is necessary are becoming fewer year by year. Nevertheless, in the view of our contemporary it is doubtful whether the customs preventive service has succeeded in detecting or intercepting anything like all the contraband imports of morphine and cocaine, but this is not to be wondered at, since the artfulness of the smuggler is not only proverbial, but practical, and can on occasion baffle and bamboozle the cleverest Customs "sleuth." It is interesting to learn, from the same authority (and the *Pharmaceutical Journal* should be in a position to form an accurate opinion on the subject) that drug addiction "which in this country has never had the prevalence that stunt-running newspapers would have the public believe is confined to a small class of dissolute, neurotic, or degenerate people, and to a few innocent victims who have acquired the habit as a result of unwise medical treatment in which morphine or cocaine was used." According to an official statement recently made in the House of Commons, it would appear that so far as home production of dangerous drugs goes this is by no means in excess of reasonable medical requirements. The output of morphine in Great Britain has fallen by a half between 1926 and 1930, while there has also been a large decrease in the production of cocaine and diamorphine. Seven British firms are licensed to manufacture medicinal opium, two to manufacture morphine, and one to manufacture cocaine. Of thirteen prosecutions recorded during the year, seven were of laymen. It therefore seems that nothing more is required for the protection of the British nation against this particular menace than a further tightening-up (if that is possible) of Customs supervision, supported by heavier punishment for any unlawful introduction of these opiates from abroad. For the rest, the existing law seems to be sufficiently effective.

A Demand for Codification.

IN the same connection the *Pharmaceutical Journal* makes a spirited demand for the codification of the Pharmacy and Poisons Law. "The law," says our contemporary, "has never been very kind to pharmacy. This is not to say that it is entitled to favourable discrimination, or that the judiciary has been consciously unjust to it. It is due largely to the uncodified and unconsolidated state of Pharmacy and Poisons Law. It is all very well to argue that respect should be had to the intention of the Legislature, but if this was ever known at all, it was only to the immediate framers and sponsors of this or that statute. Moreover, circumstances change, as in the emergence and expansion between 1868 and 1908 of company trading in pharmacy, and judges have to make allowance for such developments." With all this there will be general agreement; we ourselves have again and again advocated consolidation and codification in various directions, and there is abundant need for this in regard to Pharmacy and Poisons Law. But when the *Pharmaceutical Journal* goes on to bewail the misfortunes that have befallen the Pharmaceutical Society in the series of High Court actions taken by that body in the supposed interests of its members, we can only say that the ventures quoted appear to us to have been unfortunately chosen. Take, for instance, the case in which Scrutton, L.J., laid down the (to our mind) elementary principle that to "conduct" a business meant to control or manage it "without personally undertaking or carrying out everything that was done in the business." After all, there is such a thing as asking for trouble; and where an effort is made to get a decision the effect of which would be to give a specialist interpretation to a word having a well-established meaning to the contrary, success can hardly be expected.

The Hilary Law Sittings.

THE number of causes set down for the coming sittings shows a slight increase as compared with last year, the totals being 2,425 and 2,230 respectively. In the Court of Appeal there are ninety-two cases, as against fifty-nine last year. Of these twenty-one are from the Chancery Division, fifty from the King's Bench Division, one being in the Revenue Paper; two from the Probate, Divorce and Admiralty Division, sixteen Workmen's Compensation cases from the County Courts and one from the Palatine Court of Lancaster. The Chancery Division shows some decline, there being only 153 causes this year, whereas last year's figure was 167. There are in addition ninety-two Companies Matters in the list and sixteen appeals and motions in bankruptcy. There are eighty-six cases in the Witness List—thirty-one in Part I (CLAUSON and MAUGHAM, JJ.), and fifty-five in Part II (EVE and FARWELL, JJ.). The Non-witness List will be taken by LUXMOORE and BENNETT, JJ. On the other hand, the King's Bench Division has a larger number than last year, the total here being 1,869, showing an increase of ninety cases. The Ordinary List comprises 262 special and 440 common jury actions, and there are 243 in the Non-jury List. The number in the New Procedure List is seventy-six, of which three are jury and seventy non-jury cases. There is an increase in the Commercial Court List from twenty-one to thirty-nine. In the Probate, Divorce and Admiralty Division the causes number 879, which is an increase of fifty-eight. The number of Admiralty causes has declined from ten to five, but the other cases have risen from 811 to 874. There are 618 undefended divorce causes, as against 602 last year, and 220 defended causes, the number last year having been 182. The Divisional Court has sixty-three more cases in the list than last year, the number being 217, as against 154. The Crown Paper has forty-two cases and the Civil Paper 118, the number last year being forty and seventy-three. There are seven appeals under the Unemployment Insurance Acts, and one under the National Health Insurance Act, whilst the number in the Special Paper is seven.

Criminal Law and Practice.

BAIL.

Such phrases as "Bail was objected to" and "The police objected to bail" and "the magistrate after hearing the police, admitted the prisoner to bail," are to be met with every day in the newspapers. That the ordinary member of the public has, however, only a very slight idea of his rights with regard to this important matter, is a commonplace.

What is "bail"? According to the *Termes de la Ley* it is "when a man is taken or arrested for felony, suspicion of felony, indicted of felony, or any such case, so that he is restrained of his liberty. And being by law baileable, offereth surety to those which have authority to baile him, which sureties are bound for him to the King's use in a certain summe of money, or body for body, that he shall appeare before the justices of gaole-delivery at the next sessions, etc. Then upon the bonds of these sureties. as is aforesaid, he is bailed—that is to say, set at liberty untill the day appointed for his appearance." A distinction is drawn between "Baile" and "Mainprise"—". . . for hee that is mainprised is always said to be at large and to goe at his own liberty out of ward, after hee is put to Mainprise, untill the day of his appearance . . . But it is not so where a man is put to bayle (*sic*) by four or two men . . . for there hee is always accounted by the law to bee in their ward and custody for the time; and they may, if they will, hold him in ward or in custody till that time, or otherwise at their will; so hee that is bayled shall not be said by the law, to be at large or at his own liberty": see 2 "Hale's Pleas of the Crown," c. 15.

Research does not show that the privilege of "bail" was available to alleged offenders in early times. So far as one can see no rules existed in Roman days for the bailing of prisoners. Yet, as a result of the canon law no doubt and its tendencies towards the amelioration of the prisoner's lot, we find, as early as the Statute of Westminster the First, 3 Ed. I, c. 15, that it was an offence to deny, delay or obstruct bail where it ought to be granted. The offence seems to have been a misdemeanor punishable as an offence against the liberty of the subject, not only by action at the suit of the person wrongfully imprisoned, but also by indictment: see also 27 Ed. 1, c. 3, the Habeas Corpus Act, 1679, 31 Car. 2, c. 2, and the Bill of Rights, 1 W. & M., Sess. 2, c. 2.

The Court of King's Bench has an inherent jurisdiction with regard to the bailing of alleged offenders. "The . . . King's Bench might and still may bail in any case whatever, even in high treason or murder, for the court is held in law *coram ipso rege*"; "Hale," 2, P.C. 129. The Habeas Corpus Act seems to make the position even clearer, for there the "judge or judges . . . shall discharge the prisoner from his imprisonment, takeing his recognizance with one or more . . . sureties in any summe according to their discretions having regard to the quality of the prisoner and nature of the offence for his appearance . . ."

It would appear to follow from the Habeas Corpus Act that in cases of misdemeanor bail *must* be granted by a judge of the King's Bench if there are sufficient sureties, but the contrary view seems to have been held in *R.* v. *Spilsbury*, 1898, 2 Q.B. 615. The jurisdiction is exercised by the judge in chambers; see "Crown Office Practice," p. 280. Applications in cases of felony and misdemeanor are in the first instance to be made to him: *ibid.* 284. It is, however not the practice to grant bail in cases of felony.

Despite what has been said about "denying, delaying or obstructing" bail "where it ought to be granted," it is always a matter of discretion on the part of the person having authority to grant it. No action will lie, for instance, against a justice for refusing to exercise his power with regard to bail, without proof of express malice: *Linford* v. *Fitzroy*, 18 L.J. 108. As Stone says: "When a justice has decided on taking bail in any case in which he is authorized to do so, he should fix such a sum as, having regard to the circumstances of the case and the means of the party, may be likely to secure his appearance at the trial. The sum should not be so excessive as to be practically a denial of bail."

In London, sureties are very often required to give an account of their property and to take an oath as to its value and sufficiency, and in cases where it is suspected that the "professional surety" may be present, a set of searching questions is put to him by the magistrate, which has to be answered on oath.

Yet the magistrate may even dispense with sureties altogether if the ends of justice will not be defeated: Bail Act, 1898.

The solicitor of the accused will rarely be accepted as surety for him: see the observations of the Queen's Bench in *R.* v. *Scott Jervis* (*The Times*, 20th November, 1876).

Coroners may admit to bail persons who are charged by the verdict of a coroner's jury with manslaughter: Coroners' Act, 1887, s. 5 (2). Children under the age of fourteen are almost invariably admitted to bail: see 56 J.P. 619 and 70 J.P. 376.

The principal consideration, as is obvious, is to ensure that the accused will be present on the day of trial. The standing and assets of the sureties are, therefore, of some moment. Formerly only householders were accepted, but now so long as the surety can swear that he is worth the amount of the recognisance "over and above" what will pay all his debts and can set out more or less easily of what his property consists, no difficulty need be anticipated. The personal character or religious or political opinions of the would-be surety are immaterial: *R.* v. *Badger*, 4 Q.B. 468.

It might be mentioned that an agreement to indemnify one who "bails" another is invalid as being contrary to public policy: *Consolidated Exploration Co.* v. *Musgrave* [1900] 1 Ch. 37. And to indemnify bail is a criminal offence, as tending to cause a public mischief: *R.* v. *Broome*, 15 J.P. 644.

Where a person admitted to bail fails to appear at the court, the recognisances may be estreated or enforced, and if the court is Quarter Sessions or Assizes, a warrant for the arrest of the accused may be issued. As Hale, however, points out, a person bailed to appear at his trial is in "the ward and custody" of his sureties, and they may take him before a justice at any time before the trial and thereby discharge themselves from their recognisance. The justices may them commit the accused to prison or accept new sureties.

Bail can be granted by police officers of the rank of superintendant or inspector, amongst others, where the arrest has been without warrant. Justices, of course, have the power as also the judges of the King's Bench Division, the latter not only in cases where the charge was originally before them, but also where bail has been refused by justices of the peace or by any inferior court, whether at home or in the colonies.

Where bail has been refused by the justices, the practice is to apply to the judge by summons to show cause why the defendant should not be admitted to bail: Crown Office Rules, 1906, No. III. The summons must be served on the committing magistrates and the prosecutor. Appeal lies to the Divisional Court from the refusal of the judge in chambers to grant bail but no further: *R.* v. *Foote*, 48 J.P. 36.

It ought perhaps to be added that, where a court of summary jurisdiction commits any person charged with any misdemeanour for trial, and does not admit him to bail, the court must inform him of his right to apply for bail to a judge of the High Court.

LEGAL & GENERAL ASSURANCE SOCIETY, LTD.

Mr. Romer Williams, D.L., J.P., has been re-elected Chairman of the Legal & General Assurance Society, Ltd., and Mr. Ernest Edward Bird, a member of the firm of Messrs. Bird & Bird, of Gray's Inn, has been elected Vice-Chairman in the place of Mr. Charles Plumptre Johnson, J.P., who retires after having filled that office for twenty-five years, but retains his seat on the board.

A Landlord and Tenant Act Problem

THE rights of mesne landlords in cases where compensation for loss of goodwill is claimed against them by their tenants under the Landlord and Tenant Act, 1927, are, in general, well protected by s. 8 of the Act, which permits them to claim compensation from their superior landlords at the end of their lease in like manner and on the same conditions as if they had themselves created the goodwill. But there is one class of case which appears to have been overlooked both by the framers of the Act and the text-book writers thereon. Suppose the mesne landlord has sub-let the premises on a weekly or monthly tenancy. The sub-tenant will, it seems clear, if carrying on business on the premises, be within the provisions of the Act and entitled to compensation for loss of goodwill upon the mesne landlord serving notice to quit upon him, which he will in the ordinary course do at the latest possible date before the termination of his own lease by effluxion of time. The mesne landlord will, at the moment when the sub-tenant quits, still remain the landlord within the meaning of the Act, however short his reversion, as he was the person entitled to the rents and profits at the time when the sub-tenant's claim accrued due. The sub-tenant will then under s. 4 (1) have one month in which to make his claim against the mesne landlord. But the latter, in order himself to claim compensation, must make his claim from the superior landlord at least two months before the termination of his own lease. Nor can the Tribunal enlarge the time in any circumstances: see *Donegal Tweed Co. Ltd.* v. *Stephenson and Others*, 45 T.L.R. 503. It appears, therefore, in the case of all sub-tenancies which may be validly terminated by notice within three months of the landlord's own term running out, that, in order to protect himself, the landlord must either give notice to quit at an earlier period than would otherwise be necessary, and thus lose his rent for the ensuing period, or else must anticipate the sub-tenant's claim by himself serving a claim on the superior landlord before he comes into actual possession. The latter alternative certainly seems to throw an unfair burden on a landlord who may not have any exact knowledge of the facts relative to the goodwill of the business carried on, and may not have even commenced negotiations with prospective new tenants from which he could infer the probable extent of the increase in the letting value attributable to such goodwill. And to make matters worse, r. 32 of the County Court (Landlord and Tenant) Rules, 1928, compels him not only to give a statement of the facts of the case, but to state the actual amount of compensation to which he considers himself entitled.

There is another possible way in which the mesne landlord in such a case may seek to protect himself, but it is not one to be recommended, as the protection afforded is of very questionable efficacy. He may wait until a claim is actually made against him by the sub-tenant, and then serve notice on the latter under s. 4 (1) (*b*) that he is "willing and able" to obtain the grant to him of a renewal of his tenancy. This he apparently has power to do under s. 8, even without the superior landlord's consent, as, if the latter refuses to agree, the matter can be brought before the tribunal, and his interest will be bound by any order made for a renewal. The construction of the relevant sections is, however, not free from doubt, and it seems very doubtful whether the Tribunal would order a renewal of a weekly or monthly tenancy for a sufficient period to compensate the tenant for loss of his goodwill. It must be remembered that no compensation at all will be recoverable at the termination of any new term in respect of goodwill attracted during the original term, but only for so much additional goodwill (if any) as has been attracted during the new term; and it follows that properly to compensate a weekly or monthly tenant the Tribunal must order the grant of a term of considerable length, extending in some cases to the limit of fourteen years—a very startling result.

Section 8, in fact, in such a case as the above, seems to defeat its own object, if, as it seems reasonable to infer, that object is to indemnify a mesne landlord against claims made against him and to throw the ultimate burden upon the head landlord. In effect, it requires the mesne landlord to obtain an indemnity against a demand as yet unliquidated. And trustees and other fiduciary owners of leasehold property may find themselves in a very awkward position if they fail to put in a claim within their two months, for although under s. 13 (3) they are in a proper case entitled to indemnity out of the trust estate, yet if by their negligence they were to lose their rights against the superior landlord, they might be held personally liable for the compensation. The point is one which may be of considerable practical importance, as many businesses in the poorer districts, such as restaurants or stores which may have attracted goodwill of the special nature required by the Act, are now let upon weekly or monthly tenancies. The difficulty does not arise in regard to improvements or to a claim for a new lease, as, in the former case, the mesne landlord will have had earlier notice of the intention to carry out the improvement, and, in the latter case, his duty will be merely to pass on to the superior landlord any notice received by him.

Distress for Taxes.

THE right to distrain for arrears of taxes is entirely statutory, and is now embodied in two enactments, the Taxes Management Act, 1880, and the Income Tax Act, 1918.

By s. 86 (1) of the earlier Act it is provided that, if the person responsible for payment refuses to pay the sum charged by virtue of the Land Tax Acts, or the Acts regulating income tax and inhabited house duty, or the 1880 Act itself, on demand being made by the collector, such collector is *authorised and required* "to distrain upon the messuages, lands, tenements and premises charged with such sum of money, or to distrain the person so charged by his goods and chattels, and all such other goods and chattels as the collector is hereby authorised to distrain . . . "

This provision, however, needs qualification in two respects—

(1) It no longer comprises inhabited house duty, this duty having been abolished by s. 20 of the Finance Act, 1924, Sched. III of which also repeals the 1880 Act in so far as it relates to such duty.

(2) Distress for non-payment of income tax is now regulated by s. 162 of the Income Tax Act, 1918, which authorises the collector to "distrain upon the lands, tenements and premises in respect of which the tax is charged, or distrain the person charged by his goods and chattels, and all such other goods and chattels as the collector is hereby authorised to distrain . . . " It will be noted that the wording is almost identical with that of the 1880 Act.

What goods are liable to be distrained for arrears of taxes? In the first place, it is clear that, in answering this question, one cannot rely to any extent upon the rules relating to distress for rent. The remedy for non-payment of taxes is in the nature of an execution, and in *East India Co.* v. *Skinner* (1695), Comb. 342, it was held that the defendants, who were "Collectors of the King's Tax," might even break doors for the purpose of distraining for such tax, Holt, C.J., also holding that "it was clear, they might distrain money as well as goods," whereas in the case of a distress for rent loose money is not distrainable. In *Hutchins* v. *Chambers* (1758), 1 Burr. 579, Lord Mansfield, in holding that beasts of the plough were distrainable for poor rates, said (at p. 582): "This is similar to an execution, and essentially different from a distress at common law," and there can be no doubt that this decision would be followed in the case of a distress for taxes.

In *MacGregor* v. *Clamp* [1914] 1 K.B. 288, the facts were that, in the course of levying a distress for arrears of income tax under Sched. A and for inhabited house duty, a piano belonging to the wife of the defaulter and used by her for giving music lessons was seized. By the Law of Distress Amendment Act, 1888, " tools and implements of trade to the value of £5 " are exempt from distress for rent, and in *Boyd* v. *Bilham* [1909] 1 K.B. 14, it had been held that a hired piano used by the tenant's wife to give music lessons was an implement of trade within the Act. Accordingly, in *MacGregor* v. *Clamp* the wife brought an action for wrongful distress, claiming that her piano was exempt from seizure; the court, however, would have none of it, and stated definitely that the 1888 Act had no application to a distress for taxes. It is safe to assume, on the principle of this case, that the various exemptions introduced by the Law of Distress Amendment Act, 1908, also have no application to a distress for taxes.

But little enlightenment follows from the mere demonstration that the rules governing distress for rent do not obtain when the proposed levy is for arrears of taxes. What, then, is the guiding principle governing liability for the latter? It may be stated shortly thus:—

If the tax be charged upon the premises, all goods situate on the premises at the time of levy are liable to be seized.

If the tax be charged upon the person and not upon the premises, only such goods as are the property of such person are liable to be seized.

Examples of the first class of taxes are income tax under Schedules A and B, land tax, and (formerly) inhabited house duty and window tax. Examples of the second class are income tax under Schedules C, D and E, and such taxes as those in respect of male servants, dogs, etc. Reference back to the actual wording of s. 86 (1) of the 1880 Act and s. 162 of the 1918 Act will serve to demonstrate that this distinction between what one may term " real " and " personal " taxes is no academic interpretation of the statutes, but the result merely of proceeding upon the assumption that they mean what they say. Dr. Earengey is clearly inaccurate in describing income tax as being " charged only upon the person liable and not upon his premises " (" Hire Purchase," p. 172), for Schedules A and B definitely consist of an assessment on the land.

Two cases illustrate the distinction between taxes charged upon the person and those charged on the premises. In *Juson* v. *Dixon* (1813), 1 M. & S. 601, it was held that the collector of the house and window tax under the House Tax Act, 1803, might, for arrears of these taxes, distrain a watch which had been lent to the defaulter by a third party and which was hanging on a nail in the premises in respect of which the taxes were charged, and this although the person actually in default had other goods of his own on the premises sufficient to satisfy the arrears. The decision in *Earl of Shaftesbury* v. *Russell* (1823), 1 B. & C. 666, is useful as illustrating both species of taxes. The plaintiff was trustee for a *cestui que trust* who had fallen into arrears in respect of (*a*) taxes and duties upon windows and inhabited house duty, and (*b*) taxes in respect of male servants, horses, carriages, dogs, etc. The collector distrained upon the contents of the defaulter's dwelling indiscriminately, whereupon the trustee immediately offered him a sum sufficient to satisfy the arrears of " real " taxes and expenses. This being refused, the trustee sued the collector for wrongful distress, and the court, in finding the defendant liable, held as a general principle that where a tax is charged on the person and not on the premises, only the goods of that person could be taken by the distress; and that furniture in which a *cestui que trust* had only a life interest, the ownership being in the trustees, could not be taken for arrears of taxes due from the *cestui que trust*.

Applying this rule to the increasingly important topic of distress on hired goods, the legal position appears to be as follows: If the distress be for a " real " tax, all goods found on the premises are distrainable, and it avails nothing that some of the goods are the property of a third party under a hire-purchase agreement, even if (as in *Smart Bros.* v. *Holt* [1929] 2 K.B. 303) that third party had already determined the agreement prior to the levy. If, on the other hand, the distress be for " personal taxes," only such goods as have, at the time of the levy, already become the property of the defaulter will be distrainable.

Company Law and Practice.

CLXIII.

REVIEW OF 1932—II.

Cases have quite frequently arisen in which the right of the directors to pension servants and their dependents has been challenged. There is a power in every trading company to do things of this nature, subject to the satisfaction of certain conditions, which will be referred to in a moment; and this is a power inherent in every trading company, irrespective of what provisions on the point its memorandum may contain. In *Re Lee Behrens & Co. Limited* [1932] 2 Ch. 46, which was a summons in a voluntary winding up, the facts were that S had been, for some years prior to his death in 1923, managing director of the company. In 1928 the company, and another company with which S had been intimately connected, entered into a deed of covenant with the widow of S under which, in consideration of the services rendered by S during his life, the two companies jointly and severally covenanted to pay the widow an annuity for her life.

Eve, J., held that the validity of such a grant must be tested by these three questions: (i) Is the transaction reasonably incidental to the carrying on of the company's business? (ii) Is it a *bona fide* transaction? and (iii) Is it done for the benefit and to promote the prosperity of the company? On the evidence before him the learned judge held that the predominant, if not the only, motive of the directors was a desire to provide for the widow, and that the question of benefit to the company never entered their heads. On that ground alone he held that the widow could not prove in the liquidation for the capitalised value of her annuity; but on another ground he was equally prepared to reject it, that is, that the annuity was a gift out of the company's assets by the directors to one of themselves, and could only be granted, if at all, by the shareholders in general meeting (see *Re George Newman & Co.* [1895] 1 Ch. 674).

Contal Radio Limited [1932] 2 Ch. 66 (76 Sol. J. 359), is a curious case of the construction of a little known section of the Companies Act, 1929, s. 251 (1), which provides that any arrangement between a company about to be, or in the course of being, wound up and its creditors shall . . . be binding on the company if sanctioned by an extraordinary resolution, and on the creditors if acceded to by three-fourths in number and value of the creditors. The section only applies to a voluntary winding up (s. 246). Maugham, J., held that a composition by a company with its creditors, as a result of which the company would be solvent, is not an arrangement within s. 251, for the company is not, in such a case, *ex hypothesi* " about to be wound up." Various practical difficulties were pointed out by his lordship in connection with the section, but we need not stop to examine those here and now.

Next we come to *Re William C. Leitch Brothers Limited* (76 Sol. J. 888), in which a director was held to be personally liable (without any limitation of liability) in respect of a part of the debts and liabilities of a company which was held to have been carried on with intent to defraud, within the meaning of s. 275 of the Companies Act, 1929. A declaration was also made that this unlimited liability of the director was to be a

charge on a debenture in the company held by him. This same case is reported again in [1932] W.N. 270, where it fell to be determined how the moneys recovered from the director had to be applied, that is, whether they formed part of the general assets of the company, or had to be applied in paying the liabilities of the company to those creditors whose debts had been incurred during the time that the business was actually being carried on with intent to defraud. It was held that the moneys were general assets. No useful purpose could, I think, be served here by giving a résumé of the facts in that case ; those who want to know them must turn to the Law Reports.

A case of some technicality, and yet of considerable interest, is that of *Re Airedale Garage Co. Limited* [1932] W.N. 124 and 143 (76 Sol. J. 396). A receiver was appointed of the undertaking and assets of the company by a debenture-holder on the 28th January, 1931, the debenture containing a floating charge. At that date certain premises in the City of Bradford had been de-rated as an industrial hereditament ; subsequently, owing to a decision of the House of Lords on the construction of the Acts allowing de-rating, this de-rating was cancelled. The City of Bradford claimed the difference between the rates on the basis of full rate and on the basis of de-rating under ss. 78 and 264 of the Companies Act, 1929, on the ground that this difference was due from the company at the relevant date, and had become due and payable within twelve months next before that date, as provided by s. 264. Eve, J., rejected this contention, but was reversed on appeal. It is not easy to understand the decision of the Court of Appeal, though, perhaps, the fuller report, when it appears, will shed some light on the point.

In *Re Vocalion (Foreign) Limited* [1932] 2 Ch. 196, an attempt was made to have proceedings in a colonial company stayed under s. 177 of the Companies Act, 1929, but this attempt was not successful, it being held that s. 177 does not apply to such proceedings. The judgment shows that the court may nevertheless, in a proper case, exercise its equitable jurisdiction to restrain proceedings abroad against a company which is being compulsorily wound up.

Re Scientific Poultry Breeders Association Limited [1932] 2 Ch. 212, and [1932] W.N. 232 (76 Sol. J. 798), recently mentioned in this column, was the case of a company, limited by guarantee, the memorandum of which prohibited the payment of remuneration to, or the division of profits among, the members of the governing body. It was desired to add a clause to the memorandum expressly allowing the remuneration of such persons ; but Eve, J., felt that he had no power to accede to a petition asking for the confirmation of such an addition, it being, in his lordship's view, a fundamental alteration, and not an alteration with respect to the objects of the company, which is the only type of alteration which the court has power, under s. 5 of the Companies Act, 1929, to sanction ; thus following *Re Society for Promoting Employment of Women* [1927] W.N. 145. The Court of Appeal, however, distinguished this latter case, and sanctioned the alteration, holding that the proposed alteration was an alteration with respect to the objects of the company.

Last week, in referring to *Re John Dry Steam Tugs Limited* [1932] 1 Ch. 594, I promised to refer to another case of the same type which went to the Court of Appeal ; this was *Re William Metcalfe & Sons Limited*, reported in [1932] W.N., at p. 239, and in the court of first instance, in [1932] W.N. 205. The company went into liquidation, discharged all its liabilities, repaid its paid-up capital, and was left with a surplus of approximately £21,000. At the winding up there were 800 preference and 1,400 ordinary shares, all of £10 each, issued and fully paid. The memorandum provided that these preference shares should confer the right to a fixed cumulative preferential dividend of 5 per cent. per annum, and should rank as to capital as well as dividends in priority to the other shares. The articles provided that such shares should confer the fixed dividend above referred to, and the right in a winding up to payment of capital in priority to all other shares. Eve, J., held that the preference shareholders were entitled to participate with the ordinary shareholders in the surplus assets, a decision upheld by the Court of Appeal. Perhaps, now, we can look upon this vexed question as set at rest, particularly as the Court of Appeal did not look with approval on the decision of Astbury, J., in *Collaroy Co.* v. *Giffard* [1928] Ch. 144.

(*To be continued.*)

A Conveyancer's Diary.

Reservation of Timber—Right of Removal.

Some interesting points arise with regard to the reservation of timber on a sale of land in *Ellis* v. *Noakes* [1932] 2 Ch. 98 (*note*), and subsequently in *Ellis* v. *John Stenning & Son*, *ibid*, 94.

Property was sold under conditions which reserved timber to the vendor. The terms of the conditions need not be considered, because the sale was completed by a conveyance in which the timber was reserved. The conveyance, dated the 29th September, 1925, was by one Lord and his mortgagee to J. & M. V. Noakes, the defendants in the first action, and it was stated that there was excepted and reserved out of the property conveyed " All timber, timberlike and other trees tellers saplings poles and underwood either cut or growing on the property hereby conveyed (hereinafter referred to as ' the said timber ') with full right and liberty for the mortgagee and the vendor respectively and their respective heirs and assigns or other the owner or owners for the time being of the said timber and his and their servants and licensees to enter upon the hereditaments hereby assured or any part thereof at all times up to the 11th day of October 1927 with or without horses carts waggons or other vehicles whether drawn or self-propelled and whether laden or unladen and to fell and remove in a proper and usual manner the said timber including all fagots and débris by such routes over the hereditaments hereby assured as may be agreed upon by the owner or owners of the said timber his or their heirs and assigns and the purchasers and in default of agreement as may be determined by an umpire to be appointed by them."

In 1926 the plaintiff Ellis purchased the excepted parcels and entered upon the land and felled the whole of the timber which was done by 3rd September, 1927. A quantity of the timber so felled was sawn on the land, but the planks so sawn were not removed before the 11th October of that year. After that date Ellis endeavoured to remove the planks, but the defendants J. & M. V. Noakes refused to allow him to do so, alleging that the planks had becom their property by reason of the failure of the plaintiff to remove them by the date fixed.

In fact the defendants sold the remaining planks.

Ellis then brought this action against J. & M. V. Noakes, claiming a declaration that the timber left on the land and sold by the defendants was his property, and an injunction to restrain the defendants from dealing with the same and for damages.

The defendants pleaded that the plaintiff by reason of his not having removed the timber before the 11th October, 1927, had forfeited all interest therein, and that the same then belonged to and was the property of the defendants.

Clauson, J., gave judgment for the defendants, holding that the exception contained in the conveyance must be read as a whole, and that read as a whole the exception was only of timber which was cut and taken away before 11th October, in other words that it was a conditional exception only from the parcels which were otherwise conveyed and that unless that condition (namely removal before 11th

October) was completely fulfilled the exception failed, and the timber passed with the other parcels under the conveyance to the defendants.

The Court of Appeal reversed that decision. Lord Hanworth, M.R., referred to an old case decided in 1584, and reported in 1 Leonard 275, as follows: "The case was: A seised of certain lands, bargained and sold, by indenture, all the trees there growing, habendum succidendum, and exportandum, within twenty years after the date of the said indenture; the twenty years expire; the bargainee cuts down the trees. A brought an action of trespass for cutting down trees; and by Wray, Justice, the meer property of the trees vests in the bargainee and the limitation of time which cometh after, is not to any purpose but to hasten the cutting of the trees within a certain time, within which, if the vendee doth not cut them he should be punished as a trespasser as to the land and not as to the trees: Gawdy contrary: And that upon this contract a conditional property vests in the vendee which ought to be pursued according to the direction of the condition and, because the condition is broken the property of the trees is vested in A."

Clauson, J., agreed with the view expressed by Gawdy, J., but the Master of the Rolls said that the court adopted that of Wray, J., and added: "I cannot express it in better words." His lordship said that the time limit did not impose a condition into the exception or render the property in the timber one which, upon the failure to comply with the time limit, caused a reverter of the property in the timber to the purchaser of the land.

Having expressed that view the Master of the Rolls proceeded to examine the arguments against it which had been raised, and are, I think, of some interest.

It was said that unless the exception were read as Clauson, J., had read it, that is as a whole, no meaning would be given to the words limiting the time for removing it, because upon a sale of timber there would be incidental to that sale a licence to enter and take it away.

That such a licence is implied and that it is irrevocable is well established.

Thus, in *James Jones & Sons Ltd.* v. *Earl of Tankerville* [1909] 2 Ch. 440, Parker, J., said: "If A sells to B felled timber lying on A's land on the terms that B may enter and carry it away, the licence conferred is an irrevocable licence, because it is conferred with and granted in aid of the legal property in the timber which the contract for sale confers on B." The court in that case decided that the sale of goods to a party carried with it the right to get them and Lord Denman said, dealing with the argument to the contrary, "the argument goes this length: If I sell goods to a party who is, by the terms of the sale, to be permitted to come and take them away, and he pays me, I may afterwards refuse to let him take them. The law countenances nothing so absurd as this; a licence thus given and acted upon is irrevocable."

Against this the Master of the Rolls referred to the principle stated by Bayley, J., in *Earl of Cardigan* v. *Armitage* (1823), 2 B. & C. 197: "the express liberty is introduced by the words 'together with' as if the intention were to increase what had preceded, not to diminish; and I take it to be a general rule that words tending to enlarge shall not (unless the intention is very plain) be taken to restrain"; and again, "To restrain what is *primâ facie* unlimited, the words must be plain and the intention clear."

The Court of Appeal did not, however, decide that the plaintiff would be entitled to enter upon the land to fell and remove the timber after the day fixed, namely, the 11th October, 1927. The result of the decision appears to be that the property in the timber remained in the plaintiff after that date, and that the defendants had no right to convert it to their own use as they had done by selling it, but not that the plaintiff could enter to fell or remove the timber.

Lawrence, L.J., made that clear: "In the circumstances of this case, however, it is not necessary to decide what right the vendor had to enter upon the defendants' land and fell and remove the reserved timber after 11th October, 1927, nor is it necessary to decide whether the reservation operated to leave or vest in the vendor an estate in fee simple in the trees or merely a *profit à prendre*. The facts which render such a decision unnecessary are that the plaintiff, as assignee of the vendor, felled the timber and severed it from the inheritance within the time limited by the conveyance and then manufactured it into planks. As the estate and interest in the trees was admittedly vested in the vendor and his assigns at the time when the timber was felled, it follows, in my opinion, that the property in the planks was from the first and thereafter in the plaintiff." His lordship added that the plaintiff might have been in some difficulty if the defendants had merely persisted in their alleged right to prevent him from removing the planks from off their ground, but they had no right to convert the planks to their own use, and he referred to *Mills* v. *Brooker* [1919] 1 K.B. 555, as an example of the well-known proposition of law that "where an owner of land has upon it some property belonging to another, he is not entitled to convert that property to his own use, although he may remove it."

Romer, L.J., also, in agreeing with the conclusions arrived at by the other members of the court, stated that he expressed no opinion as to whether the plaintiff could after 11th October, 1927, have entered on the land for the purpose of removing the timber.

Judgment was for the plaintiff for £250 damages, which Ellis made no effort to enforce, considering it useless to do so.

Then Ellis brought the second action above referred to, against John Stenning & Sons, who had purchased the timber from J. & M. V. Noakes and removed it.

The claim in that action was for damages for conversion.

It was pleaded in defence that the plaintiff was barred by his judgment against J. & M. V. Noakes from suing the defendants, and that the plaintiff having stood by and allowed the defendants to remove the planks he was estopped from disputing their right to do so.

Luxmoore, J., in giving judgment for the plaintiff, reviewed the authorities at length, and pointed out that the judgment against J. & M. V. Noakes was not for the price of the goods but for damages for conversion and had not the effect of confirming their title to the timber, for, in fact, they had none, nor of conferring any such title upon them. His lordship also decided against the defendants on the estoppel point.

Landlord and Tenant Notebook.

Concealment of Material Fact.

It is not easy to ascertain upon what principles the courts proceed when granting or refusing relief to landlords and tenants who would not have entered into their agreements if they had known facts which the other party knew but failed to disclose. The more one peruses the authorities, the more difficult it seems to reconcile all of them; but the main trouble lies in the circumstance that when relief is granted, we are told the bare fact; and when it is refused, we are informed that this particular concealment was not such as to give rise to a right to relief, no reason being indicated except, perhaps, that the grantor was under no duty to disclose the truth: *obscurum per obscurius*. Searching between the lines, one finds that matters which count include the nature of the information suppressed, i.e., whether it relates to value generally, or to title or to the premises in particular; the question whether completion has or has not been effected; and the question whether there was anything to suggest a fiduciary relationship.

A case much mentioned in subsequent decisions is *Edwards* v. *M'Leay* (1815), Coo. Ch. 308. It was not between landlord and tenant, but was applied in *Mostyn* v. *West Mostyn Coal*

and Iron Co., infra, which is the only authority supporting the proposition that a completed lease can be set aside for concealment. The facts of *Edwards* v. *M'Leay* were that a house and stables had been conveyed to the plaintiff on 24th and 25th May, 1811, in pursuance of a contract made earlier in the month. He then learned that the defendants' title to part of the parcels was defective, and was able to show that they had been aware of the defect. In his bill he characterised their conduct as a gross fraud and imposition. The finding of fact was that they had information which made it improper and unfair to represent to a purchaser that they had the fee simple; that the suppression of the truth would at all events influence the price; that the concealed fact was material to the validity of the title. The conveyance was set aside, the defendants being ordered to pay costs and damages representing expenses and money laid out in repairs during occupation.

Taking the most important cases in chronological order, the next is *Stevens* v. *Adamson* (1818), 2 Stark. 422. In this the purchaser of the lease of a public-house, since forfeited for breach of a covenant to repair within three months on notice, recovered from the auctioneer who had acted at the sale the deposit then paid. (Presumably the sale was never completed.) A notice to repair had been served the day before the sale, and this fact was not disclosed. The ground of the decision was that "*good faith* was essential in these transactions."

In *Cook* v. *Waugh* (1860), 2 Giff. 201, the plaintiff sued for specific performance of a written agreement to take a seven years' lease, to contain similar covenants to those of his own. The defendants, who had taken possession and paid rent, pleaded concealment of the fact that the walls were in so bad a condition as to require underpinning. It appeared that their condition had been discussed. The finding of fact was that the plaintiff certainly did not appreciate how bad things were; that the defendants acted on their own judgment; and that there was no *studied* concealment. Judgment was given in the plaintiff's favour, but Sir John Stuart, V.-C., expressed the hope "that if a lessor is aware of some latent defect and does not disclose it, the court will consider him to be acting in *bad faith*."

This case was followed by an unsuccessful claim for specific performance by an intending tenant (*Walters* v. *Morgan* (1861), 3 De G., F. & J. 718). The defendant had recently bought the premises and was a stranger to the district; the plaintiff knew it well. The agreement provided for a long lease of minerals on a royalty basis, the consideration being ridiculously small. When the agreement was concluded the plaintiff had said the defendant could trust him to pay more if the value turned out to be higher. The defendant alleged that he had been hurried and surprised. This and five other pleas, none of which succeeded (the facts were against the plaintiff in some cases, the law in others) constituted the defence. That the law was in a confused state is demonstrated by the fact that Woods, V.-C., wrote out a judgment which took up twenty-three sheets of brief, closely written, considering the various conflicting authorities. We know this from the judgment of Campbell, L.C., who had the pleasure, denied to us, of reading the said judgment. He approved it, holding that there was *a contrivance* on the part of the plaintiff and that the statement as to trusting him made *good faith* an essential of the agreement. He also said that the court would act whenever there was as much as a nod, a wink or a smile, though never, in the absence of *fiduciary relationship*, in a case of simple reticence.

Then came *Mostyn* v. *West Mostyn Coal & Iron Co.* (1876), 1 C.P.D. 145. This was an action for rent, to which the answer was that after the lease (a mining lease) had been made the defendants had found that one large slice of the premises had been claimed by the Crown and another by a private individual; and that the plaintiff had known that he had no title to those parts. They counter-claimed setting aside of the lease and/or damages. The plaintiff admitted the allegations and demurred. The court held that concealment of a fact material to the validity of the lessor's *title* gave the tenants the right to throw up the lease, to keep the part to which the lessor had a title, and to counter-claim for damages for breach of implied covenant for title; the demurrer was accordingly over-ruled. Lindley, J., stressed the importance of immediate repudiation.

Two subsequent cases may be said to be in favour of those who claim to have been misled by silence. *Re Leyland and Taylor's Contract* [1900] 2 Ch. 625, C.A., turned on the special terms of a contract for the sale of leaseholds, completed by the purchaser after learning of a notice to pave; and while it was held that compensation could not be claimed under a general condition, the court observed that if it had been a question of specific performance, the position might have been different. Lastly, in *Carlish* v. *Salt* [1906] 1 Ch. 335, an open contract for the sale of freeholds had been abandoned after the purchaser had discovered that two days before agreement the vendors had been served with a notice by the local authority to take down a wall; the purchaser now claimed the return of the deposit, and Joyce, J., went so far as to say that the sale of realty was analogous to the sale of goods; if there was a latent defect in *title or subject*, concealed and not divulged, the purchaser could repudiate, and the deposit must be returned. His finding of fact, however, was that the defect concealed was a defect in title.

Well, we do not know what Vice-Chancellor Woods said in 1860; and we doubt whether it is any easier to define the position now than it was then. I may, however, venture on the following propositions: (1) Mere silence entitles the aggrieved party to have a *lease* set aside only if the facts not disclosed affected the title, i.e., concerned the rights of a third party; (2) *A fortiori*, an intending tenant may resist a claim for specific performance in such circumstances; (3) Specific performance cannot be resisted, nor deposits recovered, by parties to an agreement for a lease merely because facts not affecting title were not disclosed; but such claims can be resisted or made if the non-disclosure was accompanied by a breach of good faith, by studied concealment, by over-reaching, or some "contrivance."

Correspondence.

Tables of Conveyancing Costs.

Sir,—In 1925, when conveyancing costs were increased by 33⅓ per cent., I prepared a table of costs showing ready reckoned fees so that it would obviate solicitors making calculations. These were revised by The Law Society and were printed in a brown paper cover entitled "Solicitors' Remuneration."

Owing to the reduction of the 33⅓ per cent. to the 20 per cent. I shall be glad to know if any solicitors are prepared to collaborate with me to prepare a more convenient table, as I find the time taken in reckoning costs, at present, is more than one cares to spend as each matter crops up.

I think it would be very useful for intermediate proportions between the hundreds to be given in the tables. A scale might also be shown where solicitors act for the mortgagor and mortgagee. If a few solicitors will collaborate with me on this it might be possible to render great assistance to the profession.

I propose that when the work is finished it will be submitted to The Law Society for its approval and to be printed for delivery to the members.

12, Soho-square, W.1. A. E. Hamlin.
14th December, 1932.

[We regret that the above letter, which should have been published in an earlier issue, has had to be held over until now owing to pressure on our space.—Ed., *Sol.J.*]

Our County Court Letter.

THE SCOPE OF CATTLE WARRANTIES.

THE above subject has been considered in two recent cases. In *Davies* v. *Charles*, at Bromyard County Court, the claim was for £6 4s. 6d. as damages for breach of warranty on the sale of a cross-bred Hereford. The plaintiff's case was that (1) on the 8th October, 1931, he had bought the heifer as "barren" for £13 2s. 6d.; (2) she had calved on the 21st June, 1932, and could therefore only be sold as "cow beef"; (3) on the 21st July, 1932, she and her calf were sold for £13 7s. 6d.; (4) she must have been in calf when sold, as the normal period of gestation varied from 240 to 321 days—the average being 283 days. The defendant contended that (*a*) the heifer must have become in calf after the sale, and had calved prematurely owing to contagious abortion; (*b*) although his cattle had broken out before the sale, there were no bulls in the adjoining field. His Honour Judge Roope Reeve, K.C., observed that, although a seven-months' calf was a possibility, the facts were consistent with the heifer having been in calf when sold. Judgment was therefore given for the plaintiff for £2 2s. 6d. loss of profit, and £2 14s. for thirty-six weeks' keep at 1s. 6d., a total of £4 16s. 6d. with costs.

In *Griffiths* v. *Davies*, at Shrewsbury County Court, the plaintiff claimed £12 16s. (and £1 4s. as a veterinary surgeon's fee) in respect of a cow which he had bought (with her calf) from the defendant for £15 10s. on the 24th May, on which date the calf was re-sold for £2 14s. The "three-fourths" printed notice had been exhibited in the ring (indicating that the cow was not absolutely "right and straight") but she was hanging her head the next day, owing to hæmaturia, or "redwater"—a rare disease in Salop. The defendants' case was that there was no auctioneer's warranty, and that the cow must have had an injury on the way to the plaintiff's farm. His Honour Deputy Judge W. H. Williams held that, in a conversation before the bidding, the defendant had made a representation as to the quality and condition of the cow, upon which the plaintiff was entitled to succeed. Judgment was therefore given for £14, and costs.

THE VALIDITY OF PRICE MAINTENANCE AGREEMENTS.

THE above subject was recently considered at Birmingham County Court in *Telson Electric Company Limited* v. *Eunice Radio Company Limited*, in which the claim was for damages and an injunction. The plaintiffs were manufacturers of wireless parts (which they sold through distributors) and their case was that (1) in February, 1932, they agreed to supply goods to the defendants, on condition that the latter retailed the goods at catalogue prices; (2) in June, 1932, the defendants sold goods at less than the agreed minimum prices. The defendants' case was that (*a*) on the 6th June they vacated their original premises at Derby (which were afterwards known as "The Second-hand Mart") and moved to the opposite side of the road; (*b*) none of the plaintiffs' goods were sold at either address, as the second-hand goods (which were sold at the original premises) were brought from Nottingham, after being taken in part exchange at various branches. The plaintiffs' evidence was, however, that (1) the assistant at the second-hand shop was relieved (during the dinner-hour) by some one from the defendants' new shop opposite, and (2) the money received at each shop was taken in the same box to Nottingham. His Honour Judge Ruegg, K.C., held that the defendants had carried on a double business, and (being unable to sell the goods themselves) had adopted the above method of doing so. Judgment was therefore given for £21 and costs, but (as the plaintiffs could terminate the agreement and withhold supplies) an injunction was refused.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

On Saturday, 13th January, 1838, at about a quarter past four in the afternoon, Lord Eldon expired, apparently without suffering, in his house at Hamilton Place overlooking Piccadilly. He was eighty-seven years old and for some time his health had been declining. In December, when someone had asked him how he was, he had replied: "Very poorly, very poorly. It cannot last long. God's will be done. It is my duty to submit." The beginning of the end came on 10th January, when he collapsed in the arms of his butler, who was helping him downstairs. He dined at table, however, though he shivered and complained of cold. On the 12th, a long and severe frost began, and Mr. Pennington, his medical attendant, remarked: "It is a cold day, my lord." "It matters not to me where I am going whether the weather here be hot or cold," replied the dying man. These were the last words he spoke. His body was conveyed for burial to the church of Kingston, Corfe Castle, in Dorset, and laid beside that of his beloved wife, who had died a little while before. And so, sixty-five years after their adventurous elopement from Newcastle to Scotland, Jack Scott and Bessie Surtees were re-united for ever.

AWKWARD SWALLOWS.

The case of the lady who recently recovered damages in the King's Bench Division in respect of the anxiety she suffered after swallowing a drawing-pin brings to mind an odd predicament in which Peter Burrowes, a famous Irish barrister of the old days, once found himself. Opening the prosecution in a murder trial on a day when he was suffering from a severe cold, he held in one hand the fated bullet and in the other a box of lozenges from which he helped himself at intervals. Lifted up by his own eloquence he forgot for a moment what he was doing and suddenly the court was electrified to observe a look of horror come into his face as he exclaimed "Oh! gentlemen, gentlemen! I've swallowed the bullet."

THE WRITING TEST.

When handwriting was used recently as a test of drunkenness at Acton Police Court, counsel suggested to the doctor giving evidence that he had "seen plenty of prescriptions written worse than that." If caligraphy were a test of sobriety, few lawyers would pass the test as honourably as Lord Macmillan with his straight lines and beautifully formed letters. The handwriting of Lord Chief Justice Alverstone was appalling and once when he tried to read out in court some of his own notes, he had to give up the attempt with the apologetic admission that his writing was very bad indeed.

A HUNTING JUDGE.

During the Vacation, Mr. Justice Roche was to be seen in the hunting field with the Heythrop hounds, relaxing from the hard labour of the High Court. No judge is more thoroughly at home in the saddle and, ten years ago, he created a record by riding his own horse Nancy in the Bar Races, the Heavy-weights at Edenbridge in 1922. Never before had an actual wearer of the ermine and scarlet taken the field, and the entry was a very popular one. On that epic occasion was witnessed the pleasing and remarkable spectacle of Roche, J., and Their Honours Judge Sturges and Judge Farrant hustling their horses out of the water together at the water jump. Many will also recall the delightful caricature by Mr. C. P. Hawkes in which his lordship is represented taking his seat in the saddle while an usher grave and gowned holding the horse's head shouts "Silence." This topic recalls a story told by Lord Hanworth, who, like most of the equestrian members of the Bench and Bar, belongs to the Pegasus Club. Once, when he was staying in a hunting county, he was introduced as "Master of the Rolls," whereupon one of those present asked "Is that good country?"

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Life Tenant and Sole Trustee Distrusted by Beneficiaries in Reversion—Practical Steps to Safeguard the Funds.

Q. 2624. A testator left a widow, and two children by a former wife. The testator appointed his widow to be the sole executor and trustee of his will and left the income of his estate to her for life and the capital to his children after her death. The children do not trust their step-mother. What practical steps, if any, can they take to safeguard the capital?

A. Has our subscriber considered the possibility of obtaining an appointment by the court of the Public Trustee as custodian trustee? (Public Trustee Act, 1906, s. 4). Some measure of protection could be obtained in the case of such part of the funds as is represented by securities by the service of notices in lieu of distringas (limited to transfers). If the case is suitable the court has power to appoint an additional trustee: T.A., 1925, s. 41.

Accident to Carpenter Motor-cyclist.

Q. 2625. A journeyman carpenter, using his own tools, worked for his employer sometimes in the employer's workshop at his premises and sometimes on contracts in an agricultural district and in a radius of six or more miles from the employer's premises. To go to and from his work when away from the premises the workman used his own motor-cycle, carrying his tools on the motor-cycle, and when a particular contract was finished bringing back his tools to his employer's premises. The workman was employed on a job 6 or 8 miles from his employer's premises. His ordinary working hours ceased at 5 p.m. He finished his work on this particular job one evening at 5 p.m., collected his tools and with them started to ride his motor-cycle back to his employer's premises to take his tools there and then to proceed to his home (both employer's premises and home being in the same direction). In going to his employer's premises, he was knocked down and fatally injured in a road accident in circumstances not giving rise to a claim in negligence against any other party. Did the accident arise out of and in the course of the employment? *Edwards* v. *Wingham Agricultural Implements Co.* [1913] and *Hewitson* v. *St. Helens Colliery Co.* [1923] both seem *primâ facie* to be against the widow, while *Pearce* v. *Provident Clothing & Supply Co.* [1911] seems to some extent to support her. Is the fact that the workman was bringing his tools back from the place of work to his employer's premises on his motor-cycle in accordance with the custom of his employment sufficient to make the road accident arise out of and in the course of his employment, although the accident actually happened after working hours, and during time for which in fact the employer was not paying?

A. The fact that the workman was bringing his tools back from the place of work, to his employer's premises, is evidence that the accident arose out of and in the course of his employment. The allegation that the accident happened after working hours does not appear to be borne out by the facts, as it can be argued that the workman was working overtime. Often in such a case the place of work would have been left, some time before 5 p.m., in order to allow the return journey to take place in the employer's time. The widow should therefore not be penalised by the fact that the deceased remained at his work until 5 p.m., and then began his journey back. *Hewitson* v. *St. Helens Colliery Co., Ltd.* [1924] A.C. 59, has been followed in two recent cases. In *Lye* v. *British and Argentine Meat Co., Ltd.* (1928), 20 B.W.C.C. 341, the cyclist was injured (between two business calls) while returning from tea at his own home. In *Medler* v. *Medler* (1931), 24 B.W.C.C. 345, the cyclist was killed on a journey from his home (in the same town as a branch shop of his employer) to the head office. As there was no evidence that he had called at the branch, it was held that the accident was not in the course of his employment. The evidence which was missing in the latter case is present in that now under consideration, and the opinion is therefore given that the widow will be entitled to an award.

Notice to Commercial Traveller.

Q. 2626. A is employed by B Co. Limited as a commercial traveller on the terms contained in a letter at a salary of £*X* per annum and commission. Nothing is agreed as to length of notice terminating employment, but salary is paid monthly. B Co. Limited give A one month's notice terminating his employment. A claims three months' notice, alleging custom. Can you refer us to any *recent* decision on the subject? Old decisions appear to be *Mitzner* v. *Bolton* (1854), 9 Exch. 518; and *Grendon* v. *Master & Co.*, I.T. L.R. 205. We are informed that a case was tried at the City of London High Court in early 1922 in which a man named Moscow was plaintiff and was awarded three months' salary. Can you give us the reference to this case?

A. It should be ascertained that A's employment entitles him to be regarded as a commercial traveller, one of the tests being—does he carry samples? This involves selling a commodity, as opposed to obtaining orders for the supply of services, e.g., dictaphones, clean towels or typewriter maintenance. A may be a mere canvasser, even if called a trade representative, and should be asked whether he subscribed to any commercial traveller's benevolent fund. This is, of course, not conclusive, being an optional matter for A. The employers, B Co. Limited, may be able to establish that their travellers require no special qualifications, and that one month's notice is usual in their trade. Three months' notice, however, is customary, and the old decisions quoted are still authoritative. The case of Moscow in 1922 does not appear to be reported, but a more recent case will be found in a Practice Note in our issue of the 1st February, 1930 (74 Sol. J. 72).

Compensation for Goodwill of Statutory Tenant.

Q. 2627. A, a baker and confectioner, became tenant in 1924 of a shop and dwelling-house with the concurrence of the landlord, the tenancy having existed since before 1923. B subsequently purchased the premises, and gave A three months' notice to quit in accordance with the tenancy agreement. The protection of the Rent Restrictions Acts was claimed on behalf of A, but the claim was subsequently withdrawn and within the prescribed time notice of claim to compensation for goodwill was given under the Landlord and Tenant Act, 1927. The notice to quit has expired, and A is holding over; B has done nothing with regard to the claim to goodwill. Information is desired as to B's position, and particularly whether A's claim still stands, and what steps B should take to obtain possession of the premises.

A. A has apparently decided that his interests will be best served by waiving his claim under the Rent Restrictions Acts, and relying upon his rights under the Landlord and Tenant Act. It is a moot point whether a statutory tenant is within the last-named Act, and, if B does not wish to pay compensation, he could argue that A, once having claimed the protection of the Rent Acts, has become a statutory tenant and is estopped from denying the fact. If B treats A as a statutory tenant, however, he can only obtain possession by offering alternative occupation reasonably equivalent as regards security of tenure, besides the other requirements set out in s. 5 (*d*) of the Rent Act, 1920. The result is that B must buy a house and shop and offer it to A on the same terms as if the Rent Acts applied. This is an extremely difficult condition to comply with, and B would probably find it cheaper to claim possession of the premises, and then pay A compensation for goodwill. As A is apparently not relying upon statutory tenancy as a defence, there should be little difficulty in obtaining an order for possession. The claim for compensation for goodwill may be resisted on the grounds (if supported by evidence) that the premises cannot be let at a higher rent, or, alternatively, that such higher rent is due, not to the efforts of A, but to an increase in the rateable value of the district.

Horse Straying on Highway—Liability of Owner.

Q. 2628. A, the owner of a horse, places it in a field where it is intended it shall remain overnight. Well after lighting-up time the horse escapes from the field and strays on the highway. B, driving a motor-cycle combination with two passengers on the highway, is unable to avoid the horse, and the motor-cycle combination is wrecked through the subsequent collision, and B and his passengers suffer damage. A is summoned before and convicted by the local magistrates for allowing the horse to stray on the highway. Can B and his passengers successfully maintain an action for the damages they have each sustained against the owner of the horse?

A. At common law there is no obligation on the part of the owner or occupier of land adjoining a highway to fence his land or to keep his animals off the highway, and failure to do so where animals stray on to the highway is not in itself evidence of negligence. See Halsbury's "Laws of England," 2nd Ed., Vol. 1, p. 546, and cases there cited. See also "English and Empire Digest," Vol. 2, p. 234, and cases there cited, all of which go to show that the decisions are against the success of the action indicated. We do not think the fact of a fine under the Highways Acts has any material bearing on the issue. A motor-cyclist proceeding at night along country roads would be assumed to know of the risk of meeting straying aniamls.

Water Service—"Reasonable Supply"—Meaning.

Q. 2629. A water company, in allowing the owner of a new house to take a connection from their mains, guarantee that in the event of the main not giving him "a reasonable supply," they will carry out certain alterations to their works with the object of improving the delivery. Now, the consumer finds that although, thanks to a tank in the roof of his house, there is sufficient for domestic use, there is none either (*a*) for use at his adjoining garage in washing his car; or (*b*) for use in watering his garden. The consumer contends that in these circumstances the company's guarantee is not being fulfilled, and is therefore calling upon them to take the necessary steps in accordance with their undertaking. Please advise whether he is legally justified in so doing.

A. We do not think it is possible to give a definite opinion without knowing to what extent (if any) the water company's obligations are limited by its special Act. If there is nothing in this Act which affects the question, then the opinion is given that the consumer is entitled to require a reasonable supply for all domestic purposes, which would include washing a motor car: *Harrogate Corporation* v. *Mackay* [1907] 2 K.B., and a certain amount for watering a garden. See the judgment in *Bristol W.W. Co.* v. *Uren* (1885), 15 Q.B.D. 637.

Notes of Cases.

High Court—Chancery Division.

Seaton *v.* **Slama.**

Maugham, J. 7th, 8th, 9th and 21st November, 1932.

Public Right of Way—Obstruction—Attorney-General—Track Sometimes Covered by Sea—Suffering Special Injury.

The plaintiff having purchased a strip of foreshore and let part of it for bungalows and caravans, fenced it on the side facing the land and at each of three gates charged a penny toll to other than local inhabitants. The defendant, who ran a tea shop at one end of the land, claimed that certain public rights of way were thus interfered with and pulled down part of the fence. The plaintiff in this action sought an injunction, the defendant counter-claiming for a declaration that the ways in question were public rights of way. The fiat of the Attorney-General was not, however, obtained, as the defendant claimed that his tea shop gave him an interest in the matter beyond the general public.

Maugham, J., in giving judgment, said that in the absence of the Attorney-General the defendant could not bring an action in respect of the obstruction of a public right of way unless he thereby suffered some special injury. This was not so here. His only right was to remove the obstruction in order to pass (*Chichester* v. *Lethbridge*, Willes 71; *Campbell-Davys* v. *Lloyd* [1901] 2 Ch. 518; *Dimes* v. *Petley*, 15 Q.B. 276). However on no possible view of the facts was the defendant justified in breaking down the fences. If the gate had been locked he would only have been entitled to break the lock. Both the defence and the counter-claim failed. [His lordship at the request of the parties then dealt on the evidence with the alleged rights of way, deciding that certain of these existed. Some were tracks across the beach covered by the sea at spring tides.]

Counsel: *Spens*, K.C., and *Henry Johnston*; *Trevor Hunter*, K.C., and *Randolph A. Glen*.

Solicitors: *Smiles & Co.*; *Woodroffes*.

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

In re **Oxley.** Eve, J. 25th November, 1932.

Registration of Business Names—Omission to Register—Relief from Disabilities—Advertisement—Registration of Business Names Act, 1916, ss. 5, 6, 8.

This was an originating motion by A. J. Oxley, of Colchester, timber merchant, that he might be relieved under the Act from the disabilities imposed by s. 8 to which he was liable by reason of his default in furnishing to the Registrar of Business Names a statement of particulars for registration under the Act. It appeared from the affidavit of the applicant that he was the owner of a business for the sale and purchase of timber which he commenced to carry on at Colchester in 1922 under the name of Oxley and which he continued to carry on until October, 1931, when he changed the name of the business to the Colchester Timber Company, but he continued to insert his own name as proprietor in all business letters, invoices and stationery. In October, 1932, he first became aware of the necessity for registering the business under the Act, and he had since supplied the Registrar with the particulars required by the Act and was given a certificate of registration dated 15th November, 1932. Prior to October, 1932, there were fifty-six debtors of the firm whose debts amounted to about £360. The applicant, who was a British subject, said he had never previously carried on any business in any other name than his own, and he averred that his failure to comply with the provisions of the Act was entirely due to ignorance. Counsel for the applicant referred to *In re Smith* [1920] W.N. 115, where advertisement was dispensed with.

Eve, J., granted relief from disabilities generally, and as the case was a very small one he would not require the

applicant to serve notice on any of the debtors, nor in the exercise of his discretion would he require notice of the application to be advertised in any newspaper.

COUNSEL: *C. E. Shebbeare.*

SOLICITOR: *Regge & Ackroyd.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Owners of s.s. "Anastasia" *v.* Ugleexport Charkow.

Roche, J. 17th November, 1932.

SHIPPING—CHARTER-PARTY—ICE CLAUSE—DELAY DUE TO ICE—ASSISTANCE TO BE OBTAINED BY CHARTERERS—LACK OF ASSISTANCE UNEXPLAINED—ONUS ON CHARTERERS.

Special case stated by an umpire.

By a charter-party, dated the 20th November, 1930, the claimants, as owners, let the steamship "Anastasia" to the respondents. By the terms of the charter-party it was agreed that (*a*) the "Anastasia" should proceed to Berdiansk and there load a cargo of coal to be carried to certain ports as provided; (*b*) the cargo should be loaded at the average rate of 600 tons per weather working day; and (*c*) ten running days at £25 a day on demurrage be allowed at ports of loading and discharging. The charter-party also contained an ice clause which provided, *inter alia*, "In the event of the loading port being inaccessible by reason of ice on the vessel's arrival at the edge of the ice or in case frost sets in after the vessel's arrival at port of loading, the charterers undertake to provide ice-breaker assistance to enable steamer to reach, load at, and leave loading port, steamer to be free of expense for ice-breaker assistance." In the events which happened, the "Anastasia" was ordered by the charterers to proceed to Berdiansk, but before her arrival there the port was inaccessible by reason of ice. She arrived at the edge of the ice on the 30th January, 1931, and remained there waiting for ice-breaker assistance until the 7th February, 1931. Then, after ice-breaking assistance had been afforded, it was withdrawn for seventeen days, and in consequence the steamer was delayed. The claimants made a claim under the charter on the respondents for £667 2s. 3d. The question raised by the case was whether the charterers were liable for the delay.

ROCHE, J., said that the proper construction of the clause on the main point was that the charterers undertook to provide such ice-breaking assistance as might be required to enable the steamer to reach the loading port. Once the assistance was provided, it was to remain continuously available as long as it might be required. Whether the obligation of the charterers was absolute, or whether it would be enough for them to show that they had done their best to provide the assistance, but had been unable to do so owing to some cause such as a break-down or a strike, was a question which it was not necessary to decide. The onus of explaining the absence of assistance was on the charterers, once the shipowners had proved the presence of ice, and here the absence of the ice-breakers for the seventeen days had not been explained. The claim of the shipowners therefore succeeded.

COUNSEL: *Le Quesne*, K.C., and *Sir Robert Aske* for the claimants; *Sir William Jowitt*, K.C., and *H. Atkins* for the respondents, the charterers.

SOLICITORS: *Holman, Fenwick & Willan; Pettite and Kennedy.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Kleinwort, Sons & Co. *v.* Associated Automatic Machine Corporation, Ltd.

Avory, J. 23rd November, 1932.

PRINCIPAL AND AGENT—LOAN ON SECURITY OF SHARES—FRAUDULENT CERTIFICATIONS ON TRANSFERS—WORTHLESS SHARES—CERTIFICATIONS PLACED ON TRANSFERS BY COMPANY'S AGENT—LIABILITY OF COMPANY.

In this action Kleinwort, Sons & Co., merchant bankers, part of whose business was to lend money on the security of stocks and shares, and Fenchurch Nominees, Limited, who acted as nominees in the holding of such security, claimed from Associated Automatic Corporation, Limited, damages for alleged fraudulent misrepresentation, breach of warranty, negligence, and refusal to register them as holders of certain shares in the defendant company. The plaintiffs' case was that on the 18th July, 1929, Kleinwort, Sons & Co. advanced £100,000 to Austin Friars Trust, Limited, on the security, among others, of 25,000 preference shares in the defendant company; that on the 8th August, 1929, they advanced £30,000 to Dundee Trust, Limited, on the security, among others, of 65,000 ordinary shares in the defendant company; and that on the same date they advanced £50,000 to Austin Friars Trust, Limited, on the security, among others, of 125,000 ordinary shares in the defendant company. They alleged that in pursuance of those transactions Austin Friars Trust, Limited, and Dundee Trust, Limited, delivered to them what purported to be transfers of the shares bearing certifications signed by the registrar of the defendant company, that the certificates for the shares were then at the defendant company's office. Those certifications, the plaintiffs alleged, constituted false representations, deliberately or recklessly made by the defendant company or their agents, that the defendant company had in their possession valid certificates for the shares. The defendant company denied the allegations and liability.

AVORY, J., said that the certifications were placed on the transfers by clerks in the service of Secretarial Services, Limited, by direction of Edmund Daniels, a director of that company, and also a director of Austin Friars Trust, Limited (who was convicted with Clarence Hatry at the Central Criminal Court in January, 1930, of conspiring to forge valuable securities and to defraud). They were so placed fraudulently by Daniels with intent to induce the plaintiffs to make the loans, either with knowledge of the true position or recklessly ignorant of the true facts. Secretarial Services, Limited, acted as registrar of the defendant company, kept the share register and conducted all the necessary work involved in the transfer of shares. The certification of the transfers was within the scope of the authority of Secretarial Services, Limited, as agents of the defendant company, and, applying the principle established in *Barwick* v. *English Joint Stock Bank*, L.R., 2 Ex. 259, and approved by the House of Lords in *Lloyd* v. *Grace, Smith & Co.* [1912] A.C. 716, the defendant company was liable for the fraud committed. In the result judgment was given for the plaintiffs for £72,000, with costs.

COUNSEL: *Le Quesne*, K.C., and *Harold L. Murphy*, for the plaintiffs; *H. G. Robertson*, for the defendants.

SOLICITORS: *Hyman Isaacs, Lewis and Mills; Slaughter and May.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

In re County Borough of Gateshead (Barn Close) Clearance Order, 1931.

Swift, J. 2nd December, 1932.

LOCAL GOVERNMENT—CLEARANCE AREA AND ORDER—APPLICATION BY PERSON AGGRIEVED—DUTY OF LOCAL AUTHORITY—PROVISION OF DISPLACED BUSINESS ACCOMMODATION NOT NECESSARY—RESIDENTIAL ACCOMMODATION ONLY—HOUSING ACT, 1930 (20 & 21 Geo. 5, c. 29), ss. 1, 9, 25, 26, 27 and 41.

This was an application under s. 11 of the Housing Act, 1930, by Mrs. Elizabeth Ann Wilkinson, the owner of premises comprised in a clearance area. On the 5th September, 1931, the Minister of Health confirmed a clearance order, known as the County Borough of Gateshead (Barn Close) Clearance Order, 1931, purporting to be made under the Housing Acts, 1925 and 1930, and on the 20th January, 1932, a copy of that order was served on the present applicant, the owner of a building comprised in the clearance area.

SWIFT, J., said that it was agreed that the sole question for decision was whether, on the proper construction of the Housing Acts, 1925 and 1930, the local authority must, before making a clearance order, satisfy themselves that suitable accommodation for business purposes as well as for residential purposes would be provided for any persons of the working classes displaced in consequence of the order. If the present order stood, it was quite clear that of two of Mrs. Wilkinson's tenants, a Mrs. English would be deprived of her shop and a Mrs. Scott of her off-licence, and the applicant's contention was that the order was not valid unless before making it the local authority satisfied themselves that other accommodation for their businesses would be provided. The matter fell to be decided entirely on the construction which had to be given to the words of the Statute of 1930. His Lordship read the proviso to s. 1 of the Act, and said that he did not accept the view of the applicant. In his opinion the proviso had got nothing to do with business premises, and dealt only with the provision of dwelling-houses. In support of that view he referred also to ss. 9, 25, 26, 27 and 41 of the Act. It seemed to him that the last section was in conformity with the whole scheme of the Act, which was to provide dwelling-houses for people who were displaced in the clearance area, and, except giving a possibility of compensation by s. 41 to business people who were displaced, he thought that the Act made no provision for their benefit. Section 62, he considered, also confirmed that theory. The applicant failed, and the appeal was dismissed with costs.

COUNSEL: *Charlesworth*, for the applicant; *The Solicitor-General* (Sir Boyd Merriman, K.C.) and *Bowstead* for the Minister of Health.

SOLICITORS: *King, Wigg & Brightman*, for *F. J. Lambert*, Gateshead; *Solicitor to the Ministry of Health*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Court of Criminal Appeal.

Rex *v.* William Bolkis.

Lord Hewart, C.J., Avory and Talbot, JJ.
5th December, 1932.

MOTOR CAR—DANGEROUS DRIVING—NO NOTICE OF OFFENCE SERVED ON REGISTERED OWNER—SECTION 21 OF THE ROAD TRAFFIC ACT, 1930, NOT COMPLIED WITH—CONVICTION QUASHED.

This was the appeal of William Bolkis, who was convicted at the Gloucestershire Assizes before MacKinnon, J., under s. 11 of the Road Traffic Act, 1930, of dangerous driving. The ground of appeal was that the judge at the trial was wrong in holding that s. 21 of the Road Traffic Act, 1930, was not, on the admitted and proved facts, a bar to conviction under s. 11 of the Act. By s. 21: "Where a person is prosecuted for an offence under any of the provisions of this part of this Act relating respectively to the maximum speed at which motor vehicles may be driven, to reckless or dangerous driving, and to careless driving, he shall not be convicted unless either (*a*) he was warned at the time the offence was committed that the question of prosecuting him for an offence under some one or other of the provisions aforesaid would be taken into consideration; or (*b*) within fourteen days of the commission of the offence a summons for the offence was served on him; or (*c*) within the said fourteen days a notice of the intended prosecution specifying the nature of the alleged offence and the time and place where it is alleged to have been committed was served on or sent by registered post to him or the person registered as the owner of the vehicle at the time of the commission of the offence: Provided that:—(i) Failure to comply with this requirement shall not be a bar to the conviction of the accused in any case where the court is satisfied that (1) neither the name and address of the accused nor the name and address of the registered owner of the vehicle, could with reasonable diligence have been ascertained in time for a summons to be served or for a notice to be served or sent as aforesaid; . . . "

TALBOT, J., reading the judgment of the court, said that the offence was committed on the 11th August, but the appellant did not receive the summons until the 29th August. No notice of the intended prosecution was served on or sent to either the appellant or the registered owner of the vehicle. The Gloucestershire police ascertained the name and address of the registered owner on the 18th August; they did not ascertain those of the accused before the 25th August. Therefore (1) no summons was served within fourteen days of the commission of the offence; (2) no notice of the intended prosecution was served or sent. It having been impossible in the circumstances of this case to warn the driver under para. (*a*) when the offence was committed, it followed that none of the conditions which s. 21 made necessary for a conviction was fulfilled. Unless, therefore, the proviso applied, the conviction could not stand. The name and address of the registered owner of the vehicle were in fact known to the Gloucestershire police seven days only after the commission of the offence, and there was therefore ample time for doing that which by s. 21 (*a*) was enough to justify a conviction under s. 11, that was, serve on, or send by registered post to, the registered owner of the vehicle a notice of the intended prosecution. The court thought that the omission in that respect was fatal to the conviction. The appeal would be allowed and the conviction quashed.

COUNSEL: *Paul Layton*, for the appellant; *R. C. Hutton*, for the Crown.

SOLICITORS: *Registrar of Court of Criminal Appeal; Director of Public Prosecutions.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Obituary.

MR. JUSTICE GRANT.

Mr. Justice David Inglis Grant, a Judge of Appeal of the Supreme Court of Ontario, died recently at Toronto at the age of sixty. Called to the Bar in 1895, he was created a K.C. in 1921, and was appointed to the Bench in 1925.

SIR J. C. G. BOWEN.

Sir John Cuthbert Grenside Bowen died at his home at Burley, Hants, on Thursday, 29th December, at the age of seventy-two. He was Solicitor to the Government of Bombay from 1918 to 1925, when he was knighted.

MR. W. FYFE.

Mr. William Fyfe, solicitor, of Greenock, died on Wednesday, 28th December. Mr. Fyfe, who was a comparatively young man, was admitted a member of the Greenock Faculty of Procurators in 1911. He was a member of the firm of Messrs. Fyfe & Murray, and for a number of years had acted as Clerk to the local Justice of the Peace Court.

MR. M. GLEESON.

Mr. Michael Gleeson, solicitor, of Nenagh, died on Monday, 26th December. He was admitted a solicitor in 1880, and for many years was Crown Solicitor for Tipperary. He also acted as honorary secretary to the Nenagh Branch of the old Land League.

MR. A. W. PECKHAM.

Mr. Arthur Wellesley Peckham, solicitor, surviving partner in the old-established firm of Messrs. Valpy, Peckham and Chaplin, of Lincoln's Inn, died in a nursing home in London on Sunday, 1st January. He was admitted a solicitor in 1875, and shortly afterwards joined the firm then known as Messrs. Valpy & Chaplin. He had carried on the business of the firm alone for many years since the death of his partner, Mr. Holroyd Chaplin.

MR. A. G. REID.

Mr. A. G. Reid, solicitor and bank agent, died at his home at Dunfermline on Sunday, 25th December, at the age of fifty-seven. He had been a partner in the firm of Messrs. Stenhouse, Husband & Reid for the last thirty years.

MR. J. J. UNDERWOOD.

Mr. Joseph John Underwood, solicitor, of Bridlington, died at his home there on Monday, 26th December, three days before his eighty-fourth birthday. Mr. Underwood, who was born at Chippenham, Wilts, went to Pocklington in 1867, and served his articles with the late Mr. James Powell. He practised at Hull from 1881 until about thirty years ago, when he moved to Bridlington. He was one of the oldest practising solicitors in England.

Reviews.

Sir Walter Scott and Scots Law. By DAVID MARSHALL, M.C., M.A., B.L. 1932. Medium 8vo. pp. (with Index) 144. Edinburgh and London: William Hodge & Co., Ltd. 6s. net.

In the various tributes paid to the memory of Sir Walter Scott on the centenary of his death it was eminently fitting that members of the legal profession should take a part, seeing that Sir Walter was not only a distinguished poet and novelist who infused a new spirit into English literature, but was all the time he was issuing book after book a hard-working lawyer as advocate, Clerk of Session and Sheriff of Selkirkshire. His present-day successors in the Faculty of Advocates have borne their part in celebrating his fame by a banquet held in the historic Parliament Hall, and now the learned author of this little volume has added another memorial worthy of the occasion, being happily inspired to examine exhaustively the principal novels in order to show how, with a genius nothing short of marvellous, Scott took what to the ordinary observer might seem the dry husks of Scots legal doctrines and terminology, and transmuted them into the pure gold of page after page of his writings. In an introductory chapter of great interest, Mr. Marshall, after calling attention to what must have struck every attentive reader of the life of Scott, namely, the combination of a rare genius with an amazing industry, goes on to point out how certain branches of the law made a strong appeal to his imagination, and how the very words used to describe them technically had an archaic flavour and association particularly delightful to his ears. In a brief notice it is of course impossible to do more than refer to one or two of the matters discussed by Mr. Marshall in dealing with the novels he has selected for illustration; but attention may be called to the extremely learned notes on the old feudal system and the part it played in the development of the story of "Waverley" and the fortunes of the Bradwardine family, and to the judicial approval of the accuracy of the law as to imprisonment for debt as expounded by Monkbarns in "The Antiquary." As Lord Gillies said in *Thom* v. *Black*, 7 Shaw 158, "the law on the subject cannot be better expressed than it is by Monkbarns in a work of fiction with which we are well acquainted"—a compliment to which doubtless Scott listened with pleasure and amusement as he sat at the clerk's table below the judge. This, by the way, was not the only instance of judicial approval being given by the Scots bench to Scott's work, for, as Mr. Marshall reminds us in a footnote on p. 97, Lord Hermand on one occasion was so carried away by enthusiasm for "Guy Mannering" that his colleagues on the Bench were unable to restrain him from plucking the book from his pocket and reading a passage in illustration of his judgment. Mr. Marshall's pleasant volume, while no doubt appealing chiefly to Scots lawyers, should find a ready acceptance with English professional readers, and it will be treasured as a worthy tribute paid to the genius of Scott as writer and lawyer by one who has made a minute and loving study of his volumes.

House of Lords or Senate? By CUTHBERT HEADLAM, M.P., and DUFF COOPER, M.P. 1932. Crown 8vo. pp. 103. London: Rich & Cowan, Ltd. 2s. net.

This is an argumentative book dealing with the present position and future composition of the House of Lords. The conclusions of the writers are summarised in its final pages, from which it would seem that the authors have come to the conclusions "not without hesitation or regret," *inter alia*, that the hereditary principle must entirely go: that the Second Chamber must be a popularly elected chamber: and that its members, like the members of the House of Commons, must be paid. We do not think the scheme here outlined is likely to be carried out at present.

The Rights and Duties of Liquidators, Trustees and Receivers. By D. F. DE L'HOSTE RANKING, M.A., LL.D., ERNEST EVAN SPICER, F.C.A., and ERNEST C. PEGLER, F.C.A. 18th Edition. 1932. By H. A. R. J. WILSON, F.C.A., F.S.A.A. Crown 4to. pp. xxxi and (with Index) 424. London: H. F. L. (Publishers), Ltd. 15s. net.

That the first edition of this work was published in 1886, and that the present is the eighteenth, shows that it has met with considerable success. It is, of course, not a book intended primarily for the lawyer; or, at least, so a humble member of that profession would assume. But it nevertheless contains a good deal of information useful to the lawyer, and puts him in possession of a somewhat different viewpoint from his habitual one.

One criticism which may justly be made is that the references to the law reports are not systematic; as a general rule references to the official law reports should be given, and though this is done in many cases, particularly as regards the older decisions, it is frequently not done; and whereas other reports may be in every way satisfactory, the official reports should be referred to in every text-book. I may perhaps remind my readers that there is now further authority dealing with the vexed questions discussed in *Collaroy Co.* v. *Giffard*, referred to on p. 55.

Books Received.

The Death Duties: An Introduction. By RAYMOND W. NEEDHAM, K.C., of The Inner and Middle Temples. 1932. Demy 8vo. pp. vi and 38. London: Gee & Co. (Publishers) Limited. 3s. 6d. net.

Annual Digest of Public International Law Cases, 1919–1922 Edited by Sir JOHN FISCHER WILLIAMS, C.B.E., K.C., of Lincoln's Inn, Barrister-at-Law, and H. LAUTERPACHT, LL.D., Dr. Jur., Dr. Sc., Pol. 1932. Demy 8vo. pp. lv and (with Index) 510. London: Longmans, Green & Co. 45s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Societies.

Central Criminal Court Bar Mess.

A complimentary dinner in honour of Sir Percival Clarke (formerly Senior Treasury Counsel and Chairman of the Bar Mess) on his appointment as Chairman of the London Sessions was held at the Café Royal on Friday, 6th January. Sir Percival Clarke was accompanied by Lady Clarke, to whom was presented a bouquet by Miss Venetia Stephenson. Mr. Eustace Fulton, Senior Treasury Counsel and Chairman of the Bar Mess, was in the chair. Amongst those present were Mr. Justice Hawke, Mr. Justice Humphreys, Sir Henry F. Dickens, K.C., Sir E. Tindal Atkinson, K.C.B., Sir Chartres

Biron, Mr. R. F. Graham-Campbell, Sir Henry Curtis-Bennett, K.C., Mr. J. D. Cassels, K.C., Mr. J. G. Trapnell, K.C., Mr. R. E. Dummett, Mr. Ronald Powell, Mr. John H. Harris, Mr. Walter Frampton, Mr. John Dix (Clerk of the Peace, London Sessions), Mr. H. R. Oswald, Mr. P. H. Atkin, Mr. J. Baker, Mr. L. A. Byrne, Sir Alfred Callaghan, Mr. B. M. Cloutman, Mr. H. F. Cornes, Mr. E. H. Coumbe, Mrs. Olive Cruchley, Mr. Ivan Cruchley, Mr. E. J. P. Cussen, Mr. Gerald Dodson, The Hon. Edward Duke, Mr. B. A. C. Duncan, Mr. Henry Elam, Mr. Wilfrid Fordham, Mr. W. B. Frampton, Mr. Vernon Gattie, Mr. H. W. W. Grain, Mr. Graham Grant, Miss J. M. Greenwood, Mr. E. A. Hawke, Mr. J. Scott Henderson, Mr. F. Hinde, Mr. John Horridge, Mr. Christmas Humphreys, Mr. S. T. T. James, Mr. Anthony Jessel, Mr. G. P. Jordan, Sir David Kyd, Mr. S. L. Langdon, Mr. F. D. Levy, Mr. G. B. McClure, Mr. Syed A. Majid, Mr. L. M. May, Mr. J. B. Montagu, Mr. C. R. Morden, Mr. H. A. K. Morgan, Mr. Beaufoi Moore, Mr. T. E. Morris, Mr. Wilfrid W. Nops, Mr. W. B. Purchase, Mr. Geoffrey Raphael, Mr. G. D. Roberts, Mr. R. Stevens, Miss V. Stephenson, Mr. J. Avory Tickell, Mr. Laurence Vine, Mr. H. T. Wright and Mr. Albert Crew (Secretary).

Sir Percival Clarke on his retirement from the Central Criminal Court has been elected an honorary member of the Bar Mess.

The United Law Society.

The annual dinner of the Society was held at the Café Monico on 12th December, 1932, The Rt. Hon. Lord Wright presiding.

There were ninety-five persons present, and among other distinguished guests of the Society were The Rt. Hon. Lord Plender, G.B.E., The Hon. Mr. Justice Langton, Sir Gerald Woods Wollaston, M.V.O., Garter Principal King of Arms, Sir Harry G. Pritchard and Mr. N. L. C. Macaskie, K.C.

After the loyal toasts, Mr. N. L. C. Macaskie, K.C., proposed "His Majesty's Judges," to which Mr. Justice Langton responded. Lord Plender then proposed "The Legal Profession," to which response was made by Sir Harry Pritchard. "The United Law Society" was proposed by Lord Wright, the Chairman of the Society, Mr. Horace S. Palmer, responding. "The Visitors" was proposed by Mr. Leslie F. Stemp, and Sir Gerald Woods Wollaston replied. The final toast, "The Right Honourable Lord Wright," was moved by Mr. S. A. Redfern, Vice-Chairman of the Society, and reply was made by Lord Wright.

Legal Notes and News.

New Year Legal Honours.

BARONETS.

The Right Honourable JAMES IAN MACPHERSON, K.C., J.P. M.P. for Ross and Cromarty since 1911. Recorder of Southend since 1931. Under-Secretary of State for War, 1914-16. Chief Secretary for Ireland, 1916-20. Minister of Pensions, 1920-22. For political and public services.

Sir OWEN SEAMAN, M.A., LL.D., D.Litt. Editor of *Punch* since 1906. Called to the Bar by the Inner Temple, 1897.

KNIGHTS.

PHILIP HUBERT MARTINEAU, Esq., solicitor, Senior partner in the firm of Martineau and Reid. Late President of The Law Society.

NAWAB MUHAMMAD YUSUF, Barrister-at-Law, Minister to the Governor of the United Provinces for Local Self-Government.

MALIK FIROZ KHAN NOON, Barrister-at-Law, Minister to the Governor of the Punjab for Education.

Mr. Justice THOMAS STEWART MACPHERSON, C.I.E., Indian Civil Service, Puisne Judge of the High Court of Judicature at Patna, Bihar and Orissa.

ALEXANDER GRAY, Esq., K.C., President of The Law Society, Dominion of New Zealand.

EDWARD ST. JOHN JACKSON, Esq., O.B.E., K.C., Attorney-General, Ceylon.

JAMES STANLEY RAE, Esq., Chief Justice of the Leeward Islands.

ALEXANDER FRASER RUSSELL, Esq., Chief Justice of Southern Rhodesia.

ORDER OF THE INDIAN EMPIRE.

C.I.E.

EDGAR STUART ROFFEY, Esq., Member of the Legislative Council, Solicitor, Dibrugarh, Assam.

RAI BAHADUR PANDIT SEETLA PRASAD BAJPAI, Chief Justice, Jaipur State, Rajputana.

KHAN BAHADUR HAFIZ HIDAYAT HUSAIN, Member of the Legislative Council, Barrister-at-Law, Cawnpore, United Provinces.

ORDER OF THE BRITISH EMPIRE.

C.B.E.

OSCAR FOLLETT DOWSON, Esq., O.B.E., Assistant Legal Adviser, Home Office.

M.B.E.

JOSEPH LEONARD JAQUES, Esq. (retired), Deputy Collector and lately President of the First Class Bench Court, Calicut, Malabar District, Madras.

SIDNEY ALFRED LYNN, Esq., First Class Clerk, Royal Courts of Justice.

FRANCIS WILLIAM NORLEDGE, Esq., Securities Officer, Public Trustee Office.

WILLIAM JAMES WALKER, Esq., lately Town Clerk of Kingston and St. Andrew, Jamaica, for public services.

Honours and Appointments.

Sir JEAN ETIENNE REENEN DE VILLIERS, Judge-President of the Orange Free State, has been appointed to succeed Mr. Tielman Roos as Member of the Appellate Division of the Supreme Court of South Africa. Sir Etienne's successor in the Free State will be Mr. Justice FREDERICK EDWARD TRAUGGOTT KRAUSE, Judge of the Supreme Court of South Africa, Transvaal Provincial Division.

Mr. DAVID JENKINS, solicitor, Deputy Town Clerk of Woolwich, has been appointed Town Clerk in succession to Sir Arthur Bryceson, who retires on 1st February. Mr. Jenkins was admitted in 1919.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

EDWARD JARMAN BLAKE, the senior partner in the firm of Sparks & Blake, of Crewkerne, Somerset, retired from practice on 31st December, 1932. The business is being continued under the same title by John Humphrey Blake, who also carries on business at Chard under the title of Canning and Kyrke.

Messrs. ALLEN & OVERY, of 3, Finch-lane, E.C.3, announce that they are taking into partnership, as from the 1st January, 1933, Mr. HARRY BAINBRIDGE, who has been associated with the firm since its inception. The name of the firm will remain unchanged.

Messrs. JAMES WHITE, LL.D., HAROLD FORBES WHITE and CLIFFORD GOVER CONOLLY, M.A., LL.B. (White & Leonard), of Ludgate Circus, E.C.4, have acquired the practice of the late Mr. Percy James Nicholls (Nicholls & Co.), of 17, Farringdon-street, E.C.4, where they will continue the practice under the name of Nicholls & Co., in addition to their own practice, which will be continued at Ludgate Circus.

Mr. HUBERT TEMPLE COOKE is retiring from the firm of Messrs. Winter & Co., of 16, Bedford Row, W.C.1, as from the end of the year 1932, and the remaining partners are taking into partnership as from the 1st January, 1933, Mr. JAMES HERBERT MARKS and Mr. HUGH PÉRINET SMITH, who have been associated with them for many years past. The partners in the firm will from that date be Messrs. G. Murray-Smith, Trevor L. C. Wood, Herbert I. Fripp, F. W. Trehearne, J. Herbert Marks and Hugh P. Smith. The business will be carried on at the same address under the same style of Messrs. Winter & Co., as heretofore.

BOROUGH OF STAMFORD.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held at the Town Hall, Stamford, on Thursday, 26th January, at 11 o'clock in the forenoon.

TRUSTEE INVESTMENTS.

Certain changes have been made, it will be noticed, in the List of Trustee Securities which appears this week on p. 16. Owing to the recent rise in prices, many of the stocks formerly included ceased to be available for purchase by trustees at current levels, and other stocks to which this objection does not apply have been substituted.

The months in which dividends are due have also been added in the hope that their inclusion will increase the usefulness of the List.

INFANT LIFE PROTECTION.

Part V of the Children and Young Persons Act, 1932, which comes into operation on the 1st January, makes several changes in the law relating to Infant Life Protection. The most important of these changes are :—

(1) Any person who proposes to receive into his home for payment a child under the age of nine years, instead of seven as at present, must give notice beforehand to the local authority. Payment is defined to include lump sum payments as well as payments at intervals, and any gift of money or money's worth, irrespective of whether there is any intention of making a profit.

(2) The notice must be sent to the local authority at least seven days before the child is received, if it is the first child received by the foster-parent for payment, and at least forty-eight hours before any other child is received. This will enable the local authority to have the home inspected before the arrival of the child and to prevent the reception of children into unsuitable homes.

(3) The publication of an advertisement offering to undertake or arrange for the nursing and maintenance of any child under the age of nine, which does not truly state the name and address of the person or society making the offer, is made an offence punishable on summary conviction by imprisonment for not more than six months, or by a fine not exceeding £25.

The Ministry of Health have issued memoranda explaining those and the other changes in the law, and setting out the provisions it is necessary for foster-parents to observe. These memoranda have been circulated to the local authorities and copies may be purchased from H.M. Stationery Office or through any bookseller.

Ministry of Health,
Whitehall, S.W.1.
29th December, 1932.

LONDON SCHOOL OF ECONOMICS AND POLITICAL SCIENCE (UNIVERSITY OF LONDON).

PUBLIC LECTURES.

A series of nine public lectures on "Problems of Statutory Interpretation" will be delivered at The London School of Economics at 5 p.m. on Tuesdays during the Lent Term, 1933. Admission free and without ticket. The syllabus is as follows :—

17th January, "The History of the Rules of Statutory Interpretation," Professor T. F. T. Plucknett, M.A., LL.B.; 24th January, "The Statute of Frauds," D. J. Llewelyn Davies, M.A., LL.B.; 31st January, "The Rent Restrictions Acts," Professor D. Hughes Parry, M.A., LL.M.; 7th February, "Mercantile Statutes," Professor R. S. T. Chorley, M.A.; 14th February, "Company Law," B. A. Wortley, LL.B.; 21st February, "Criminal Law," D. Seaborne Davies, M.A., LL.B.; 28th February, "The Workmen's Compensation Acts," W. A. Robson, B.Sc. (Econ.), LL.M., Ph.D.; 7th March, "Income Tax Law," W. Ivor Jennings, M.A., LL.B.; 14th March, "Interpretation of Codes in British India," S. G. Vesey Fitzgerald, M.A., I.C.S.

Mr. Frederick George Rucker, barrister-at-law, of Blackheath, S.E., and of the Middle Temple, left estate of the gross value of £35,450, with net personalty £35,122. He left £200 to the London Hospital and £500 to Brasenose College Hospital.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness Part I.
M'nd'y Jan. 9	Mr. Andrews	Mr. Blaker	Mr. Andrews	Mr. More
Tuesday .. 10	Jones	More	More	Ritchie
Wednesday 11	Ritchie	Hicks Beach	*Ritchie	*Andrews
Thursday . 12	Blaker	Andrews	Andrews	*More
Friday 13	More	Jones	*More	Ritchie
Saturday .. 14	Hicks Beach	Ritchie	Ritchie	Andrews
	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
Jan. 7	Mr. Andrews	Mr. Hicks Beach	Mr. Blaker	Mr. Jones
M'nd'y Jan. 9	Mr. Ritchie	Mr. Jones	Mr. Hicks Beach	Mr. Blaker
Tuesday .. 10	Andrews	Hicks Beach	Blaker	Jones
Wednesday 11	More	*Blaker	Jones	Hicks Beach
Thursday . 12	Ritchie	Jones	Hicks Beach	*Blaker
Friday 13	Andrews	*Hicks Beach	Blaker	Jones
Saturday .. 14	More	Blaker	Jones	Hicks Beach

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 12th January, 1933.

	Div. Months.	Middle Price 4 Jan. 1933.	Flat Interest Yield.	†Approximate Yield with redemption
English Government Securities			£ s. d.	£ s. d.
Consols 4% 1957 or after	FA	106xd	3 15 6	3 12 5
Consols 2½%	JAJO	74	3 7 7	—
War Loan 3½% 1952 or after	JD	98½	3 11 1	—
Funding 4% Loan 1960-90	MN	108½	3 13 9	3 10 2
Victory 4% Loan (Available for Estate Duty at par) Av. life 31 years	MS	108	3 14 1	3 11 4
Conversion 5% Loan 1944-64	MN	115	4 6 11	3 7 0
Conversion 4½% Loan 1940-44	JJ	109½	4 2 2	3 1 4
Conversion 3½% Loan 1961 or after	AO	99	3 10 8	—
Local Loans 3% Stock 1912 or after	JAJO	87	3 9 0	—
Bank Stock	AO	325	3 13 10	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	107	4 4 1	3 18 6
India 3½% 1931 or after	JAJO	87½	4 0 0	—
India 3% 1948 or after	JAJO	75	4 0 0	—
Sudan 4½% 1939-73	FA	107xd	4 4 1	3 3 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	MN	100	3 0 0	3 0 0
Colonial Securities				
*Australia (Commonw'th) 5% 1945-75	JJ	105	4 15 3	4 9 1
*Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
Cape of Good Hope 3½% 1929-49	JJ	98	3 11 5	3 13 4
Natal 3% 1929-49	JJ	92	3 5 3	3 13 5
New South Wales 3½% 1930-50	JJ	91	3 16 11	4 5 0
*New South Wales 5% 1945-65	JD	103	4 17 1	4 13 9
New Zealand 4½% 1948-58	MS	107	4 4 1	3 17 6
*New Zealand 5% 1946	JJ	107	4 13 5	4 5 9
Nigeria 5% 1950-60	FA	111xd	4 10 1	4 1 9
*Queensland 4% 1940-50	AO	99	4 0 10	4 1 7
*South Africa 5% 1945-75	JJ	108½	4 12 2	4 1 9
*South Australia 5% 1945-75	JJ	103	4 17 1	4 13 4
Tasmania 3½% 1920-40	JJ	96	3 12 11	4 3 5
Victoria 3½% 1929-49	AO	92	3 16 1	4 3 4
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
Corporation Stocks				
Birmingham 3% 1947 or after	JJ	83½	3 11 10	—
Birmingham 4½% 1948-68	AO	111	4 1 1	3 11 9
*Cardiff 5% 1945-65	MS	110	4 10 11	4 0 0
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	112	4 9 3	3 17 6
Hull 3½% 1925-55	FA	96xd	3 12 11	3 15 3
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86	3 9 9	—
Manchester 3% 1941 or after	FA	84½xd	3 11 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	90	2 15 7	3 5 7
Metropolitan Water Board 3% "A" 1963-2003	AO	88	3 8 2	3 9 1
Do. do. 3% "B" 1934-2003	MS	89	3 7 5	3 8 3
*Middlesex C.C. 3½% 1927-47	FA	99xd	3 10 8	3 11 10
Do. do. 4½% 1950-70	MN	112	4 0 4	3 11 7
Nottingham 3% Irredeemable	MN	84½	3 11 0	—
*Stockton 5% 1946-66	JJ	109½xd	4 11 4	4 1 10
English Railway Prior Charges				
Gt. Western Rly. 4% Debenture	JJ	101½	3 18 10	—
Gt. Western Rly. 5% Rent Charge	FA	113	4 8 6	—
Gt. Western Rly. 5% Preference	MA	79½	6 5 9	—
‡L. & N.E. Rly. 4% Debenture	JJ	82½xd	4 17 0	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	67½	5 18 6	—
London Electric 4% Debenture	JJ	99½xd	4 0 5	—
L. Mid. & Scot. Rly. 4% Debenture	JJ	91½xd	4 7 5	—
L. Mid. & Scot. Rly. 4% Guaranteed	MA	75½	5 6 0	—
Southern Rly. 4% Debenture	JJ	97½xd	4 2 1	—
Southern Rly. 5% Guaranteed	MA	102½	4 17 7	—
Southern Rly. 5% Preference	MA	77½	6 9 0	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

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